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Ramaprasada Rao and Paul, JJ.

The Revenue Divisional Officer, Chidambaram *v.* A. R. Damodara Mudaliar, Managing Trustee of Pataleswar Devasthanam, Tirupapuliyur (in A. No. 367 of 1973).

10th October, 1977.

Appeal Nos. 367 of 1973 and 607 of 1973.

Land Acquisition Act (I of 1894), section 9—Notices under section 9 (2)—Date of notice cannot be the date of service of notice without proof—Date of service of notice relevant for reckoning the period of 15 days available for preferring objections—Compensation — Lands described as agricultural lands in public records—Lands situate in developed neighbourhood—Valuation to be based on potential value as building site.

The lands which were the subject-matter of acquisition were described as agricultural lands in the public records and the Land Acquisition Officer awarded compensation on that basis. But the lands were in a developed neighbourhood and were capable of being converted into building sites. On a reference under section 18 of the Land Acquisition Act, the civil Court fixed the compensation at Rs. 6,000 per acre as against Rs. 820 per acre awarded by the Land Acquisition Officer. The Government filed an appeal against the enhanced compensation and also raised the legal contention that the claimants did not prefer their objections within the time prescribed under the Act.

Held: Natural justice required that any notice to be effective and to be positive, should have been served on the person against whom it was intended and without proof of actual service of such notice, a bare inference of constructive knowledge of the obligation to prefer the claim within 15 days from the date of the notice, ought not to be pressed into service to the prejudice of the affected party. Reading sections 9 (2) and 9 (3) together, the intendment of the prescription and mandate in sub-section (2) of section 9 of the Act was to see that the notice under section 9 (2) as in section 9 (3) should also be served on the persons affected and that ought to be the date which had to be reckoned for purpose of calculating the 15 days' time available to the claimant for preferring his objections under the above sub-section. This prescription in section 9 (2) of the Act read in conjunction with the well-known principles of natural justice required that it was the date of the service of the statutory notice in any enactment which ought to be the relevant factor to consider whether the subsequent conduct of the addressee was in accordance with the statute or not.

In the case under review, there was certain potential in the land and such potential being referable to its certain future improvement as a building site, it could not be treated as agricultural land. The contention of the appellant that the lands had still to be valued only as agricultural lands could not be accepted. The Court below had rightly treated the lands as potential house sites and valued the same.

Government Pleader, for Appellant.

S.J. —— *Appeals dismissed.*

[FULL BENCH]

T. Ramaprasada Rao,
S. Natarajan and
V. Balasubrahmanyan, JJ.

The Chief Controlling Revenue Authority, Board of Revenue v. P. A. Muthukumar.

5th December, 1977.

R.C. No. 1 of 1976.

Indian Stamp Act (II of 1889), *Article* 58 *of Schedule I and section* 2 (24)—*Document styled as declaration trust—Whether could be treated as a settlement deed.*

The respondent, his two brothers and their father partitioned the family properties, pursuant to a compromise decree. Subsequently, the properties allotted to the respondent were orally partitioned between himself and his minor son and they have been in enjoymet of the respective shares. On 2nd July, 1973, the respondent executed a document purporting to be a private trust deed whereby he appointed his father Appaji Rao Gounder for the purpose of managing the properties worth about Rs. 49,700 and the document was drawn up as a trust deed on a stamp paper of the value of Rs. 70. Under the document no power to alienate the property by way of sale or mortgage etc., was left to the executant and it was recited that he had no authority to revoke the document. A direction was given in the document to discharge the debts incurred by the executant from and out of the income of the trust properties also. The Sub-Registrar who entertained a doubt regarding the real character of the document referred the matter to the District Registrar for adjudication under section 40 of the Stamp Act. The District Registrar adjudicated the document as a settlement deed as defined in section 2 (24) of the Act and levied the deficit Stamp Duty of Rs. 1,083.15 and a penalty of Rs. 25. The respondent preferred an appeal to the Board of Revenue against the Order of the District Registrar and also prayed that the matter may be referred to the High Court under section 57 of the Stamp Act.

Considering the circumstances and facts of the case and the recitals contained in the document and the definition of the word 'trust' in the Trust Act, it was held that that the document could be treated only as a trust deed and not as a settlement deed and answered the reference against the Revenue.

A.I.R. 1947 All. 141; A.I.R. 1964 All. 537, Referred.

Additional Government Pleader for Petitioner, Mr. A. R. Ramachandran *amicus curiae,* for Respondent.

R.S. —— *Reference answered against revenue.*

[FULL BENCH]

T. Ramaprasada Rao,
S. Natarajan and
V. Balasubrahmanyan, JJ.

Chief Controlling Revenue Authority, Board of Revenue, Madras v. A. Raoof Ali Khan.

5th December, 1977.

R.C. No. 3 of 1976.

Indian Stamp Act (II of 1889), *Article* 58 *of Schedule I and section* 2 (24)—*"Settlement" — Definition — Document styled as Wakf-alal-aulad — Whether could be construed as a settlement deed.*

A document dated 26th June, 1974 was presented for registration in the Registrar's Office, Coimbatore. It purported to be a trust deed in favour of Begum Hasimunisa Wakf Trust. The trust properties were worth about Rs. 64,500 and a stamp duty of Rs. 70 was paid. The document was executed by A. Raoof Ali Khan, husband of Hasi Munisa Bibi and his four sons and two daughters, in favour of the trust. The properties were owned by the said Hasi Munisa Bibi and after her demise the properties were taken possession of by her heirs. A. Raoof Ali Khan was appointed as muthavalli of the Trust. As per the recitals of the document a sum of Rs. 3,500 may be spent every year during religious functions and the trustee was allowed to meet out the expenses in connection with the repairs and for the

construction of new buildings. The remaining income of the properties was to be divided into two equal shares and distributed among the executants for their livelihood. The executants reserved no right to sell or mortgage the properties. The document was styled as Wakf-alal-aulad. The District Registrar treated the document as a settlement deed chargeable to stamp duty under Artice 58 of Schedule I, Stamp Act and levied the stamp duty and penalty of Rs. 1,417.55 and Rs. 5 respectively. The said Raoof Ali Khan filed a revision petition before the Board of Revenue and it was contended that the document was not a settlement deed, but a Wakf-alal-aulad and he requested that in case of any doubt, as to the nature of the document, the document may be referred under section 57 of the Stamp Act to the High Court.

It was submitted that the document came under Article 58 of the Stamp Act. As to the definition of 'settlement' under section 2 (24) of the Stamp Act, under the instrument in question the income of the property was to be spent every year during religious functions and the remaining income was to be divided into equal shares and distributed among the executants for their livelihood. Any testamentary disposition which is intended for the immediate benefit of any charitable or religious purposes is a settlement and the alleged wakf should be treated as a settlement under the Stamp Act.

Held, considering the facts and circumstances of the case, the document in question could be treated as a settlement deed and not as a Wakf-alal-aulad and the reference was answered in favour of the Revenue.

Additional Government Pleader, for Petitioner.

V. Ratnam, K. Srinivasan and *B. Chitra,* for Respondents.

R.S. ——— *Reference answered in favour of the Revenue.*

V. Sethuraman, J.

S. Jebaperumal *v.* Central Bank of India, Tuticorin.

13th December, 1977. A.S. No: 542 of 1973.

Tamil Nadu Agriculturists Relief Act (IV of 1938), *section* 4 (e)— *Central Bank of India—Loan advanced under mortgage by deposit of title deeds and hypothecation bond covering banana crops —Suit by bank for balance of amount due—Claim by debtor for benefits under Act IV of* 1938—*Suit decreed—Appeal by judgment-debtor — Judgment-debtor though an agriculturist by virtue of section* 4 (e), *held not entitled to the benefits of the Act.*

The first defendant had borrowed Rs. 20,000 under a promissory note from the Central Bank of India and had also deposited his title deeds. He also executed a hypothecation bond covering his banana crops on land. Defendants 2 and 3 were the guarantors. After adjustment of the various amounts paid, the Bank filed a suit for recovery of Rs. 10,937-31 with further interest and costs. The first defendant claimed that he was entitled to the benefits of Tamil Nadu Act IV of 1938 and that the plaintiff was not entitled to recover interest at more than 6½% per annum. The trial Court held that though the first defendant was an agriculturist, he was not entitled to the benefits of Act IV of 1938.

On appeal,

Held: The 14 banks whose names were set out in the First Schedule to Central Act V of 1970 were all banks which came into existence as a result of a special enactment, *viz.*, the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970. They did not come into existence, and were not incorporated, under any other law. Therefore, even under the provision as it was prior to the amendment in 1973, the Tamil Nadu Act IV of 1938 did not apply to the loans advanced by a bank like this.

The Court below, therefore, was right in its conclusion that, though the first defendant was an agriculturist, he could not get the benefits of Tamil Nadu Act IV of 1938 because of the special provision of exemption under section 4 (*e*) covering loans in favour of a bank like this.

M. Veluswami, for Appellant.

K. S. Lakshmikumaran, for 1st Respondent.

S.J. ——— *Appeal dismissed.*

[FULL BENCH]

Ramaprasada Rao,
Natarajan and
Balasubrahmanyan, JJ.

The Chief Controller, Revenue Authority, Board of Revenue *v.* V. Daniel.

5th December, 1977.

R.C. No. 2 of 1976.

Stamp Act (II of 1899), *section* 2 (10) —*Document neither ambiguous nor incomplete—Recitals in the document to be generally a safe guide for interpretation —Document whether release or conveyance.*

Moneys belonging to a religious institution called the Society of Trustees which at the time was not registered and which was not formed as a Society registered under the Societies Registration Act or under any other law for the time being in force were entrusted to certain individuals for the purpose of establishing a Church and incidentally to acquire properties, both moveable and immoveable, for the benefit of the said Church. One Daniel executed such a document and he was to act as one of the trustees under that instrument. Daniel released his interest in the said properties in favour of the Society which was subsequently registered and which provided the source of consideration for the purchase of the properties forming the subject-matter of the instrument and which at all material times were intended for the benefit of the Society. The recitals as such in the instrument made it clear that it was the release-Society which supplied the releasor with necessary consideration from the subscriptions secured by the Society for the purpose of getting the properties in issue from time to time. Two of the properties covered by the instrument were the subject-matter of a gift deed dated 24th July, 1967 by one Jayachandra in favour of the Christian Assembly, Nagercoil, represented among others by Mr. Daniel and Brother Bhagat Singh. The second instrument was a sale deed executed in favour of the same body of Trustees. In and by the recitals, it was made clear that by the two documents above, the properties were acquired by the Christian Assembly or by the promoters for the benefit of the Society to be formed in order to ultimately benefit the Church which the Society had to hold. The instrument also recited that the Society which was the releasee was always understood as the accredited beneficial owner of the properties and that the Society requested Mr. Daniel who was representing it to relinquish his interest and title, if any, over the properties; and the deed of release under consideration was the resultant of the mutual understanding as between the parties. The Revenue doubted in view of the recitals therein and on a reference to the earlier documents which were the subject-matter of the treatment in the release deed under consideration whether the instrument in question should be treated as a bare 'release deed' or 'a conveyance' by Mr. Daniel in favour of the Society which was later registered in a manner known to law.

Held: It is by now well established that in order to interpret a document which is neither ambiguous nor incomplete the recitals in the said document ought to be generally the safe and sole guide for such interpretation. Any reliance *aliunde* on instruments other than the instruments under consideration might lead to queries which are beyond the scope of an answer to the question posed by the Revenue in a reference made to Civil Court under section 58 of the Stamp Act. Where there are recitals which are clinching and telling, in the sense, that there are assertions in it to the effect that the consideration for the purchase of the properties was made by the Society which is the releasee under the instrument and that the gift was made earlier because of a voluntary effort on the part of the donor under that gift to the inchoate assembly which had no legal status by then and which was functioning under the name and style of Christian Assembly, then it would be hazardous to invoke instruments other than the instrument in question for the purpose of interpretation. That this is one of the accepted methods of interpretation has been held in a Full Bench decision in *The Chief Controlling Revenue*

Authority v. *Dr. K. Manjunatha Rai*, (1976) 2 M. L. J. 279: A. I. R. 1977 Mad. 10. But this rule does not mean that the revenue is empowered to go behind recitals and terms of the document before it and hold that the object of the transaction was something different from what the document discloses and therefore the document should be deemed to be that which it is not. It cannot be held that the earlier deeds which were the basis for the acquisition of the properties dealt with under the instrument and the recitals therein could also be looked into for the purpose of understanding the true nature and contents of the document, dated 30th June, 1973 executed by Mr. Daniel in favour of the Society of Trustees of indigenous Churches in India.

Viewed also from another angle, an instrument whereby a benamidar sustains and declares the interest of the real owner and puts such intention in writing and styles it as a release deed, could only be interpreted and understood as a release deed pure and simple and it cannot be a conveyance as it is propularly understood.

The decision reported in *The Chief Controlling Revenue Authority* v. *M. Hamid Sultan*, (1975) 88 L.W. 27: (1975) 2 M.L.J. 36: A.I.R. 1975 Mad. 161 (F.B.) lays stress upon the well known proposition and observes that if in a given case it is proved that a transaction is a benami transaction and it satisfied the well known tests which revolve round such transaction, it is a document whereby the benamidar concedes and accedes to the title of the real owner and it could attract duty only as a release deed and not as a conveyance.

Held, further, that taking the recitals as a whole and accepting them as the sole guide for interpreting it is clear that the instrument has been correctly stamped as a release deed and it need not be stamped as a conveyance as defined in section 2 (10) of the Indian Stamp Act.

Additional Government Pleader, for Petitioner.

P. Ramaswami, for Respondent.

R.S. *Answered against the Revenue.*

P. Govindan Nair, CJ. and *V. Ramaswami, J.*

K. Krishnan *v.* Munuswamy.

12th January, 1978.

C.R.P. No. 3648 of 1976.

Tamil Nadu Buildings (Lease and Rent Control) Act (XVIII of 1960) *as amended by Act (XXIII of* 1973), *section* 14 (1) (b)—*Applicability* — Bona fide *requirement of building for immediate demolition—Scope—Demolition to be total — Removal of roof would not amount to demolition.*

A landlord filed a petition for eviction of a tenant in respect of two small portions of a building measuring about 10' X 10' where the tenant was running a tea shop and a betel-nut shop on the ground that he required the building *bona fide* for immediate demolition and construction of a new building. The petition was dismissed by the Rent Controller. On appeal by the landlord the Appellate Authority allowed the appeal and ordered eviction of the tenant. The tenant filed a revision petition challenging the order of the Appellate Authority. The tenant produced a plan in the lower Court showing that the landlord wanted to remove the roof and substitute the same with a pucca Madras terrace. Nowhere it was stated, that the landlord wanted to demolish the building and erect a new building on the site.

Held on a consideration of the provisions of the Act and the dictionary meaning of the word "demolition", that what is contemplated is total demolition of the structure, and erection of a new building on the site and the removal of the roof alone would not amount to demolition of the building. The order of the Appellate Authority was set aside and the eviction petition was dismissed.

(1965) 1 M.L.J. 78 and (1966) 1 M. L.J. 342 not followed.

K. P. Unnikrishnan and *N. V. Subramaniam*, for Petitioner.

P. S. Chinnappa, for Respondent.

R.S. *Petition allowed.*

Ismail, J.

A. Rajamani *v.* M/s. Shriram Chits and Investments (P.) Ltd.

2nd November, 1977.

C.R.P. No. 2023 of 1977.

Civil Procedure Code (Amendment) Act (CIV of 1976), sections 23, 60 and 97 (2) (g)—Attachment effected before the Amending Act — Petition to raise the attachment, on ground of salary liable to attachment being raised to Rs. 400 by the Amending Act — Amendment not effecting attachment already effected.

An order of attachment was effected prior to the coming into force of the Civil Procedure Code (Amendment) Act, CVI of 1976. The petitioner filed an application under section 151 of the Code of Civil Procedure praying to raise the order of attachment of his salary on the ground, that by virtue of the amendment effected to section 60 (1), the limit of the salary liable to attachment was raised to Rs. 400. The Court rejected the petition holding that the amendment did not affect the attachment already effected. The counsel for the petitioner contended that the attachment itself consisted of two parts, (1) the order of attachment passed by the Court and (2) the actual order of attachment with reference to the salary as and when the salary becomes payable. The contention was rejected for the simple reason that section 60 contemplates only an order of attachment to be passed by the Court and it did not have anything to do with any other subsequent or recurring order of attachment in respect of the salary payable for each month. In fact, there is a saving provision, section 97 (2) (*g*) in Act CIV of 1976 in the following terms:

"The provisions of section 60 of the Principal Act, as amended by section 23 of this Act, shall not apply to any attachment made before the commencement of the said section 23."

The expression "any attachment made before the commencement of the said section 23" occurring in this provision will take in only the order passed by the Court and nothing else. Consequently the earlier order passed by the Court attaching the salary remains unaffected by the amendment. Under these circumstances, the civil revision petition is liable to be dismissed.

S. G. Sambandam, for Petitioner.

N. Venkataraman, for Respondent.

S.J. *Petition dismissed.*

V. Balasubrahmanyan, J.

Bhagyalakshmi Ammal *v.* Somalinga R. Kesavaiyer, Surviving Trustee, Thiruppran-kundram Karthikai Somavaram Annadhana Samaradhanai Dharmam.

9th January, 1978.

S.A. No. 1859 of 1974.

Trust—Dedication of properties for conducting charity—Revocation — Validity —Subsequent conduct of settlor in not giving effect to it not rendering the trust nugatory.

One 'S' founded a public charitable trust and dedicated certain properties to the said trust by a deed of settlement, dated 5th April, 1938. The charity was to be conducted from and out of the income of the trust properties. He nominated two other persons as co-trustees. The trust was being conducted every year as contemplated in the deed of settlement. Under the deed there was no power given to the trustee to alienate the property endowed for the trust. The trustee was not given any power to revoke the document. The object of the trust was to conduct *annadhana samaradhanai*. 'S', the founder of the trust executed a deed of cancellation in 1957, cancelling the deed of settlement of the year 1938, and continued to enjoy the suit property as his separate property till his death. The said 'S' died on 18th December, 1968. His widow sold the trust properties by means of a registered deed dated 6th April, 1970. The surviving trustee filed a suit for declaration that the suit property was trust property and for recovery of possession of the

same. The widow of 'S' who was the first defendant in the suit resisted the same, contending that the charity was never performed and the settlement executed by 'S' on 5th March, 1938, was never intended to be given effect to and it was a sham and nominal one and it was executed to protect the property from the clutches of the creditors. It was further alleged that the said 'S' treated the property as his property and othied the same in 1958 in favour a third party. The first Court dismissed the suit and, on appeal by the trustee, the appeal was allowed. The widow of 'S' filed a Second Appeal.

Held, that if there had been a valid dedication, the subsequent conduct of the settlor will not render it nugatory. At the time of the settlement all that was necessary to give effect to the settlement had been done. If the terms of the settlement were not carried into effect, it will make the settlor liable for breach of trust. It will not destroy the once validly created settlement.

(1914) 27 M.L.J. 582: 25 I.C. 428: 1914 M.W.N. 703 and (1973) 91 I.T.R. 261, followed.

Manicka K. Ramalingam, for Appellant.

R. Srinivasan, amicus curiae, for Respondent.

R.S. *Second appeal dismissed.*

S. Padmanabhan, J.

Sethuraman *v.* Muthiah.

2nd March, 1978.

A.S. No. 571 of 1975.

Partnership—Four persons carrying on business in partnership — Dissolution of partnership by consent of partners—Accounts settled—Mistake regarding a particular item of account—Suit by one partner against others—Prayer for recovery of a definite sum of money—Suit maintainable—Entire accounts need not be reopened—Surcharging and falsification allowed—Settled accounts liable to be reopened on mutual mistake—Doctrine of unjust enrichment also applicable.

A partnership was entered into to deal in pumpsets, motors, engines etc. The firm was run under the name and style of "M|s. Saravana Traders". The Mayavaram Co-operative Land Development Bank Ltd., placed orders with the said firm, for the supply of pumpsets of the value of Rs. 24,063.36 and the arrangement was that the firm must supply pumpsets to the parties named by the bank and on delivery of the pumpsets, the bank will pay the price to the firm. In pursuance of this agreement the pumpsets were sent by the firm to their Agent for the purpose of being supplied to the various parties named by the bank and an amount of Rs. 24,063.36 was debited to the bank account with the firm and shown as liability of the bank and asset of the firm. Subsequently, the firm was dissolved by mutual consent among all partners. The first respondent herein was given full right and liberty in his own name to collect all the assets of the erstwhile firm. He also agreed to pay the other parties, the amounts mentioned in the deed of dissolution of partnership in full and final satisfaction of the respective claims. The said amounts were paid to the other partners under the belief that he would be getting the amount from the bank. They did not suspect that their Agent would play a fraud upon them, by delivering the pumpsets not through the bank to the customers, but by supplying to persons not named by the bank. The bank repudiated its liability stating that the pumpsets were not supplied by the firm to parties specified by them and therefore they could not be held liable. When one partner paid the amounts to the others, they were under the *bona fide* belief that the amount will be recovered from the bank. Both were labouring under a common mistake as to their rights and obligations. A suit was filed by the respondent herein for the recovery of the amount paid by him to the other partners on the ground of mutual mistake.

Held, that the suit could be filed on grounds of mutual mistake regarding a particular item of accounts and settled accounts could be reopened, and surcharging and falsification would also be allowed. The theory of unjust enrichment was also applied and the appeal was dismissed confirming the judgment of the Trial Court.

N. C. Raghavachari, for *N. S. Varadachari* and *T. V. Ramanujam,* for Appellants.

K. Parasaran, for *R. Srinivasan,* for 1st Respondent.

M. Velusamy and *D. Anandhan,* for 2nd Respondent.

R.S. —— *Appeal dismissed.*

Ismail, J.

A. Mohan Rao *v.* Krishnan.

9th February, 1978.

C.R.P. No. 652 of 1977.

Tamil Nadu Buildings (Lease and Rent Control) Act (XVIII of 1960), *section* 14 (1) (b)*—Landlord seeking eviction of tenant—Ground of demolition and reconstruction — Motive therefor irrelevant.*

A landlord filed a petition for eviction of the tenant on the ground that he required the premises for the immediate purpose of demolition and reconstruction. The petition was dismissed by the Rent Controller. An appeal by the landlord was allowed by the Appellate Authority.

The tenant filed a revision petition against the order of the Appellate Authority.

It was contended on behalf of the tenant that the landlord purchased the buildings, bearing Door Nos. 63, 64 and 65 together and that the three buildings were constructed on the same day and that the landlord wanted to demolish only Door No. 63, alleging that it was in a bad condition and that there was no *bona fide* in the petition for eviction.

Held, that the Court is not concerned with the motive of the landlord for demolishing and reconstructing a building and that the Court can only take into account and consider whether the requirement of the landlord to demolish the buildings and reconstruct the same is *bona fide* in the sense that the landlord has a real intention to demolish and reconstruct the building and the motive for the said act is totally irrelevant. It was further held that even assuming that the landlord has thought of the method of demolition and reconstruction only to get rid of the petitioner, it cannot be held that the landlord does not require the building *bona fide* for the immediate purpose of demolition and reconstruction so long as the intention for such an action is true and real.

S. Palaniswamy, for Petitioner.

K. M. Santhanagopalan, for Respondent.

R.S. —— *Petition dismissed.*

Nainar Sundaram, J.

Meenakshi Aachi *v.* V. K. Kumaraswamy Chettiar.

28th February, 1978.

C.R.P. No. 1354 of 1975.

Evidence Act (I of 1872), *section* 45—*Suit on a promissory-note — Endorsement showing payment — Genuineness of endorsement disputed — Application for sending the promissory-note to Government expert—Proper procedure to be followed.*

It has been held that it is unsafe to part with documents in the course of the trial for inspection by a Finger Print expert. The Courts did not make any distinction between private and Government experts. The reason in not allowing the document to be handled by any person is only for the purpose of ensuring the safety of the document or prevent its being tampered with. As far as the Government expert is concerned unless it is not possible for the expert to examine the genuineness or otherwise of the endorsements without taking it from the custody of the Court, it would not be desirable to allow the document to be handled by him outside the Court. In these circumstances, it is proper and desirable to have the endorsement examined by the Government expert who will do it in the presence of a Court official. If he finds it necessary, he may be permitted to take photographic copies of the document.

Narasimhan v. *Narayanan Chettiar,* (1968) 2 M. L. J. 48; *Ramaswamy Konar* v. *Karuppa Konar,* (1971) 84 L. W. 348; *Doraiswamy Gounder* v. *Parayammal,* (1976) 1 M.L.J. 11: A.I.R. 1976 Mad. 66, followed.

K. Chandramouli, for Petitioner.

S. Kothandarama Nainar, for Respondent.

R.S. —— *Ordered accordingly.*